

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Award and enter into contract ITB 167-0-2010/AT Sumter County Fire Services Only Light Vehicle Services & Preventative Maintenance to Wildwood Auto Repair & Wrecker Service, Inc. (Staff recommends approval).

REQUESTED ACTION: Award and enter into contract with Wildwood Auto Repair & Wrecker Service, Inc.

☐ Work Session (Report Only) **DATE OF MEETING:** 8/10/2010
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: Wildwood Auto Repair
& Wrecker Service, Inc.

Effective Date: 8/10/2010

Termination Date: 8/10/2011

Managing Division / Dept:

Fire Services

BUDGET IMPACT:

☒ Annual
☐ Capital
☐ N/A

FUNDING SOURCE:

Sumter County Fire District

EXPENDITURE ACCOUNT:

Repair & Maintenance

HISTORY/FACTS/ISSUES:

ITB 167-0-2010/AT Sumter County Fire Services Only Light Vehicle Services & Preventative Maintenance was broadcast 6/29/2010. Bids were due on 7/29/2010 at 2:00pm and were opened at 2:05pm in Room 203 at the Government Offices located at 910 North Main Street, Bushnell, FL 33513.

Two "No Proposals" were received. One was from Maudlin International and the other one was from Tampa Springs. Both stated they were not bidding because they do not do the light service / maintenance repairs. Zero bids were received late. One bid from Wildwood Auto Repair & Wrecker Service, Inc. was received on time. Their bid prices are as follows: Flat Rate Oil Change/Service Car/SUV/Light Truck \$24.95; Flat Rate Oil Change/Service Light Duty Truck (250-450 series) diesel \$79.95; Flat Rate Oil Change/Service Light Duty Truck (550 series) diesel \$79.95; Flat Rate (or service charge, if applicable) Oil Change/Service Light Duty Truck Diesel (150-550 series) \$24.95 gas and \$79.95 diesel; Parts (if required) discount from list price 10%; additional or special fees for repair labor rate \$60.00 per hour plus cost of air and fuel filters (if needed).

The Selection Committee met on 8/3/2010 at 2:00pm in Room 142. After discussion they agreed to recommend Wildwood Auto Repair & Wrecker Service, Inc. for award to the Sumter County Board of County Commissioners.

Attached is the following: legal ad proof, bid opening minutes, selection meeting minutes, Wildwood Auto Repair & Wrecker Service, Inc. bid, the contract, the Notice of Award and the Notice to Proceed.

The Villages
DAILY SUN

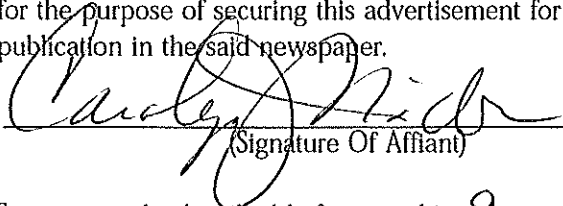
Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Attach Notice Here

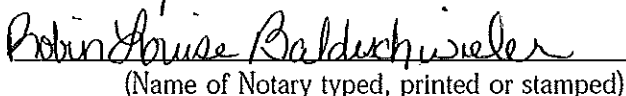
Before the undersigned authority personally appeared
Carolyn J. Midora, who on oath
says that she is Legal Ad Coordinator of the DAILY SUN,
a daily newspaper published at Lady Lake in Lake
County, Florida with circulation in Lake, Sumter and
Marion Counties; that the attached copy of
advertisement, being a Legal Ad # 243651
in the matter of Corrected Legal Notice

in the _____ court, was published in said
newspaper in the issues of July 8, 2010

Affiant further says that the said Daily Sun is a
newspaper published at Lady Lake in said Lake
County, Florida, and that the said newspaper has
heretofore been continuously published in said Lake
County, Florida, each week and has been entered as
second class mail matter at the post office in Lady
Lake, in said Lake County, Florida, for a period of one
year next preceding the first publication of the attached
copy of advertisements; and affiant further says that he
has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for
publication in the said newspaper.


(Signature Of Affiant)

Sworn to and subscribed before me this 9
day of July, 2010.


(Name of Notary typed, printed or stamped)

Personally Known _____ or
Production Identification _____
Type of Identification Produced _____

the Sumter County Offices,
Room 203, at 2:05 p.m. on July
29, 2010. The bids will be re-
viewed by staff for completeness
with a Selection Review Com-
mittee Meeting on August 3,
2010 at 10:00 a.m. at the Sum-
ter County Offices, Room 142.
Bids will be presented to the
County Commission for award
during the County Commission
Meeting on August 10, 2010.

Any bids not received and
clocked in by Budget & Purchas-
ing Department prior to said time
will not be opened or consid-
ered.

All bidders must be licensed
contractors capable of perform-
ing the scope of work necessary
to satisfactorily complete the
project.

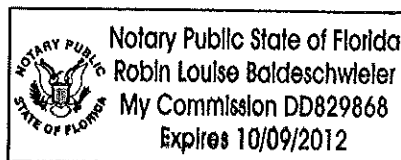
The last day for questions will be
July 13, 2010 at 5:00pm. All
questions must be submitted in
writing to Mrs. Amanda Taylor
via fax at 352-793-0207 or email
at Amanda.taylor@sumtercountyl.gov. Questions will not be
answered in person or over the
telephone.

DATED this 24th Day of June,
2010
SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS

#243651

JULY 8, 2010

CORRECTED LEGAL NOTICE
NOTICE IS HEREBY GIVEN
that the Sumter County Board of
County Commissioners hereby
seeks competitive bids for Sum-
ter County Fire Services Only
Light Vehicle Service and Pre-
ventative Maintenance. All bids
submitted must be in a sealed
envelope marked "Sealed Bid
for Fire Services Only Light Ve-
hicle Service and Preventative
Maintenance", and must
be received by the Budget &
Purchasing Department at the
County Commissioners Office,
910 North Main Street, Room
201 or Room 220, Bushnell, FL
33513 prior to 2:00 p.m. on July
29, 2010. Bids will be opened in



ITB 167-0-2010/AT Service Only Light Vehicles for Sumter County Fire Services bid opening meeting held on July 29, 2010 at 2:05pm in Room 203 located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor and Leland Greek were present to represent county staff.

Amanda stated the Selection Committee would meet on August 3, 2010 at 2:00pm in Room 142 located at the Government Offices. The Selection Committee's recommendation would be taken to the Sumter County Board of County Commissioners on August 10, 2010.

Amanda stated no bids were received late; two "No Proposals" were received one from Maudlin International and one from Tampa Spring Company. One bid was received on time from Wildwood Auto Repair & Wrecker Service, Inc. Wildwood Auto did not include an electronic version of their proposal. They submitted a price listing as follows: Flat Rate Oil Change/Service Car/SUV/Light Truck \$24.95; Flat Rate Oil Change/Service Light Duty Truck (250-450 series) diesel \$79.95; Flat Rate Oil Change/Service Light Duty Truck (550 series) diesel \$79.95; Flat Rate (or service charge, if applicable) Oil Change/Service Light Duty Truck Diesel (150-550 series) \$24.95 gas and \$79.95 diesel; Parts (if required) discount from list price 10%; additional or special fees for repair labor rate \$60.00 per hour plus cost of air and fuel filters (if needed).

The meeting adjourned at 2:07pm.

ITB 167-0-2010/AT Sumter County Fire Services Only Light Vehicle Services & Preventative Maintenance Selection Review Meeting was held on August 3, 2010 at 2:00pm in Room 142 at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor, Leland Greek and Dan Torchia were present to represent county staff. BJ Blockyou joined via conference call.

Wildwood Auto Repair & Wrecker Service, Inc. was the only company to put a bid in for this request. The Committee agreed that Wildwood Auto Repair & Wrecker Service, Inc. provided prices lower than what Fire Services pays for oil changes now and is recommending them to the Sumter County Board of County Commissioners for award.

The meeting adjourned at 2:12pm.

ITB 167-0-2010/AT

Sumter County Fire Services Only Light Vehicle Repairs

**WILDWOOD AUTO REPAIR &
WRECKER SERVICE, INC.**

**1190 SOUTH MAIN STREET, WILDWOOD, FLORIDA 34785
PHONE: (352) 748-1716 FAX: (352) 748-5800**

ORIGINAL

PART 4
PROPOSAL DOCUMENTS

INVITATION TO BID COVER PAGE

| | |
|--|-----------------------------------|
| Name of Firm, Entity or Organization: <u>Wildwood Auto Repair & Wrecker Service, Inc.</u> | |
| Federal Employer Identification Number (FEIN): <u>59-3154442</u> | |
| State of Florida License Number (If Applicable): <u>MY-05798</u> | |
| Name of Contact Person: <u>Wayne Redding</u> | |
| Title: <u>Vice President</u> | |
| E-Mail Address: <u>LOWMASTER1716@EMBARQMAIL.COM</u> | |
| Mailing Address: <u>1190 S. MAIN STREET</u> | |
| Street Address (if different): | |
| City, State, Zip: <u>Wildwood, FL 34785</u> | |
| Telephone: <u>(352) 748-1716</u> | Fax: <u>(352) 748-5800</u> |
| Organizational Structure – Please Check One: | |
| Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> | |
| If Corporation: | |
| Date of Incorporation: <u>1993</u> | State of Incorporation: <u>FL</u> |
| States Registered in as Foreign Corporation: | |
| Authorized Signature: | |
| Print Name: <u>Julie A. Redding</u> | |
| Signature: <u>Julie A. Redding</u> | |
| Title: <u>Secretary / Treasurer</u> | |
| Phone: <u>(352) 748-1716</u> | |
| <i>This document must be completed and returned with your Submittal.</i> | |

PROPOSER'S CERTIFICATION

| | | | |
|---|------------|--|------------|
| Submit To: Sumter County Board of County Commissioners 910 North Main Street Bushnell, Florida, 33513 Phone 352-793-0200 Fax 352-793.0207 | | SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT | |
| DUE DATE: July 29, 2010 | | DUE TIME: 2:00pm | |
| ITB # 167-0-2010/AT | | | |
| TITLE: Only Light Vehicle Service and Maintenance | | | |
| VENDOR NAME: | | PHONE NUMBER: | |
| Wildwood Auto Repair & Wrecker Service, Inc. | | (352) 748-1716 | |
| VENDOR MAILING ADDRESS: | | FAX NUMBER: | |
| 1190 South Main Street | | (352) 748-5800 | |
| CITY/STATE/ZIP: | | E-MAIL ADDRESS: | |
| Wildwood, FL 34785 | | TOWMASTER1716@EMBRACMAIL.COM | |
| <p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p> | | | |
| Addendum # | Addendum # | Addendum # | Addendum # |
| | | | |
| <p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p> | | | |
| Julie A. Bedding (Secretary/Treasurer) Authorized Agent Name, Title (Print) | | Julie A. Bedding Authorized Signature | |
| | | 7-29-10 Date | |
| This form must be completed and returned with your Submittal | | | |

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for invitation to bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Budget & Purchasing Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or invitation to bid (BID) must be submitted in writing to the Board's Budget & Purchasing Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFPs/BIDs are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFPs/BIDs received. The Board and/or its CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFPs/BIDs, will be available for public inspection ten days after opening of the RFPs/BIDs or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFPs/BIDs must make an appointment by calling the Budget & Purchasing Manager at (352) 793-0200. All RFPs/BIDs submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Next time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" must be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate space on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

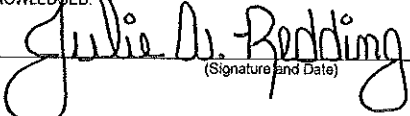
MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFPs/BIDs are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFPs/BIDs which do not comply with these requirements are subject to rejection. RFPs/BIDs lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:


(Signature and Date) 7-29-10

This document must be completed and returned with your Submittal

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: Wildwood Auto Repair & Wrecker Service, Inc.

DATE: July 29, 2010

1. How many years has your organization been in business as a general contractor under your present business name? (17) YEARS

2. List all previous business names of your organization: Tommy's Auto Repair

3. How many years experience in general contracting? 30 YEARS
Prime Contractor _____ Subcontractor _____

4. List all officers and directors of your organization:

| NAME | POSITION/TITLE |
|----------------------|------------------------------|
| <u>Lynda Gough</u> | <u>President</u> |
| <u>Wayne Bedding</u> | <u>Vice President</u> |
| <u>Julie Bedding</u> | <u>Secretary / Treasurer</u> |

5. Have you ever failed to complete any work awarded to you in the last 3 years?
Yes _____ No X If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

| | |
|------------------------|---------------------|
| <u>Wayne Bedding</u> | <u>Shop Manager</u> |
| Name | Position |
| <u>Diesel Mechanic</u> | <u>10</u> |
| Type of Work | Yrs. With Firm |
| | <u>25</u> |
| | Yrs. Experience |

Jimmy Kirkland Mechanic
 Name Position
Certified in Engines, Trans. 32 yrs.
 Type of Work Yrs. Experience
Drivetrain & all general repairs. Yrs. With Firm

Jeffery Garland Mechanic
 Name Position
ASE Certified in Engines, A/C. 35 yrs.
 Type of Work Yrs. Experience
Transmissions, Drivetrain Yrs. With Firm

James Crain Mechanic
 Name Position
ASE Certified in Medium & 30 yrs.
 Type of Work Yrs. Experience
Heavy-Duty Repairs. Yrs. With Firm

Richard Strickland Wrecker Driver
 Name Position
Towing & Recovery 15 yrs.
 Type of Work Yrs. Experience
 Yrs. With Firm

2. List/describe five (5) light service and preventative maintenance vehicle cont.acts that you currently have.

| | | |
|---|--|--------------------|
| <u>Penske Truck Leasing</u> | | <u>Reading, PA</u> |
| Project | | Location |
| <u>1991</u> | | |
| Date | | Contract Amount |
| Project Architect Contact Name and Phone Number | | |
| <u>1.800.767.9650</u> | | |
| Owner's Contact Name and Phone Number | | |

| | | |
|---|--|------------------------|
| <u>Meet Net America</u> | | <u>Cherryville, NC</u> |
| Project | | Location |
| <u>1992</u> | | |
| Date | | Contract Amount |
| Project Architect Contact Name and Phone Number | | |
| <u>1.800.972.8872</u> | | |
| Contact Name and Phone Number | | |

| | |
|--|---|
| Project <u>Ideal Net</u> | Location <u>Fox River Grove, Ill</u> |
| Date <u>1999</u> | Contract Amount |
| Project Architect Contact Name and Phone Number <u>1-800-435-3273</u> | |
| Contact Name and Phone Number | |

| | |
|--|---------------------------------|
| Project <u>Nash, Inc.</u> | Location <u>Coleman, Fla</u> |
| Date <u>2000</u> | Contract Amount |
| Project Architect Contact Name and Phone Number <u>Monte Wilson</u> | |
| Contact Name and Phone Number <u>(352) 303-0761</u> | |

| | |
|--|----------------------------------|
| Project <u>Village Air & Electric</u> | Location <u>Wildwood, Fla</u> |
| Date <u>2009</u> | Contract Amount |
| Project Architect Contact Name and Phone Number <u>Jamie Zito</u> | |
| Contact Name and Phone Number <u>(954) 444-2957</u> | |

CONTRACTOR'S AFFIDAVIT

State of Florida

County of Sumter

Before me personally appeared Julie Redding who is (title) Secretary / Treasurer
of (the company described herein) Wildwood Auto being duly sworn, deposes and say that the foregoing statements
are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers
to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that
intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any
pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements
made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known ☒ or Produced Identification _____

Sworn to and subscribed before me this 29th day of July, 2010

Natalie Cosson
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
(seal)

Natalie Cosson
(Print Name of Notary Public)



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Sumter County Board of County Commissioners

By Julie A. Redding - Secretary / Treasurer

--

{print individual's name and title}

for Wildwood Auto Repair & Wrecker Service, Inc.

--

{print name of entity submitting sworn statement}

whose business address

is 1190 South Main Street
Wildwood, FL 34785

--

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3154442
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement:
_____.)

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime; or An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to b.d on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. {indicate which statement applies.}

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Julie A. Bedding
{signature}
July 29, 2010
{date}

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Wildwood Auto Repair & Wrecker Service, Inc.
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and, requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Julie D. Redding
Authorized Signature
July 29, 2010
Date Signed

State of: Florida

County of: Sumter

Sworn to and subscribed before me this 29th day of July, 2010

Personally known ☒ or Produced Identification _____
(Specify Type of Identification)

Natalie Cosson
Signature of Notary

My Commission Expires June 15, 2014

(seal)





CERTIFICATE OF LIABILITY INSURANCE

OP ID BM

DATE (MM/DD/YYYY)

07/29/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES .LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|---|--|---|--|------------------------|--|
| PRODUCER Chase Insurance Agency Inc P O Box 17497 Plantation FL 33318-7497 Phone: 954-792-4300 Fax: 954-791-9344 | | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WILDW-1 | | FAX (A/C, No): | |
| INSURED Wildwood Auto Repair & Wrecker Service Inc. P O Box 645 Wildwood FL 34785 | | INSURER(S) AFFORDING COVERAGE INSURER A: State National Ins Co Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | | NAIC # 12831 | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | | | TIP-002889 | 03/02/10 | 03/02/11 | EACH OCCURRENCE |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | \$1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY |
| | | | | | | | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE |
| | | | | | | | \$2,000,000 |
| | | | | | | | PRODUCTS - COM/OP AGG |
| | | | | | | | \$2,000,000 |
| | | | | | | | FIRE LEGA |
| | | | | | | | \$100,000 |
| A | AUTOMOBILE LIABILITY | | | TIP-002889 | 03/02/10 | 03/02/11 | COMBINED SINGLE LIMIT (Ea accident) |
| | <input type="checkbox"/> ANY AUTO | | | | | | \$1,000,000 |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | \$ |
| | <input checked="" type="checkbox"/> HRED AUTOS | | | | | | BODILY INJURY (Per accident) |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE |
| | EXCESS LIAB | | | | | | \$ |
| | DEDUCTIBLE | | | | | | AGGREGATE |
| | RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | WC STATUTORY LIMITS |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT |
| | | | | | | | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT |
| | | | | | | | \$ |
| A | On Hook & Cargo | | | TIP-002889 | 03/02/10 | 03/02/11 | VARIES |
| | | | | | | | \$1,000 ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Garagekeepers Legal Liability \$120,000 w/ 500/2500 ded for location located @ 1190 S Main St, Wildwood, FL 34786

CERTIFICATE HOLDER

CANCELLATION

SUMTC02

Sumter County Board of
 County Commissioners
 910 North Main Street

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

07/29/2010 THU 09:21 [TX/RX NO 6356] 001

R. H. Chan

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

**VEHICLE SERVICE
(AUTOMOBILES/LIGHT & MEDIUM TRUCKS)**

Flat Rate Oil Change/Service Car/SUV/Light Truck \$ 24.95
Flat Rate Oil Change/Service Light Duty Truck (250-450 series) Diesel \$ 79.95
Flat Rate Oil Change/Service Light Duty Truck (550 series) Diesel \$ 79.95
Flat Rate (or service charge, if applicable) Oil Change/Service
Light Duty Truck **Diesel** (150-550 series) 24.95 (Gas)
\$ 79.95 (Diesel)
Parts (if required) discount from List Price % 10%

Additional or Special Fees (explain below)

\$

Repair Labor Rate \$60.00 per hr.

Identify any service/maintenance included in price that is not identified as being a
required service of this bid.

plus cost of air & fuel filters (if needed)

Name/Telephone/Cell of emergency contact Wayne Bedding 748-1711
(24 hrs. / 7 days)

Any additional comments or pricing you would like to indicate: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA

COUNTY OF Sumter

Wildwood Auto Julie Redding *, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for the "ONLY LIGHT VEHICLE SERVICE AND MAINTENANCE" that the only person or persons interested in said bid are named therein that no officer, employee or agent of Sumter County or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: Julie Redding Title: Secretary / Treasurer

Sworn and subscribed to before me this 29th day
of July, 20010, in the State of Florida, County of
Sumter.

Attest: Natalie Cosson
Notary Public

My Commission Expires: June 15, 2014

(Notary Seal)



*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Julie Redding who,
{name of individual signing}

after first being sworn by me, affixed his/her signature in the space provided above on this
29th day of July 2010

Attest: Natalie Cosson
Notary Public

My commission expires: June 15, 2014

(Notary Seal)



INDEPENDENT CONTRACTOR AGREEMENT
Sumter County Fire Services Only Light Vehicle Services
And Preventative Maintenance

THIS AGREEMENT (Contract") is made this 10th day of August, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and Wildwood Auto Repair & Wrecker Service, Inc. (Independent Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract for ITB 167-0-2010/AT Sumter County Fire Services Only Light Vehicle Services and Preventative Maintenance, and;

WHEREAS, Wildwood Auto Repair & Wrecker Service, Inc. is capable of providing all services as called for in the bid specifications and this contract. Wildwood Auto Repair & Wrecker Service, Inc. shall be hereinafter referred to as Independent Contractor, and;

WHEREAS, Independent Contractor understand and agrees that it is one of multiple entities performing the described services, and therefore waives any right to challenge this agreement under the theory of unfair bid practice or any other related theory;

WHEREAS, Independent Contractor understands that the purpose of this Agreement is to create contract privity between Independent Contractor and the County, for purposes of facilitating a per job hard bid process between the County, and;

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail.

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Contractor, herein, to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein *in haec verba*. Contractor recognizes he is only one of multiple independent contractors who will be provided a hard bid opportunity to provide the describe services, and accepts this circumstance as consideration for the opportunity to serve the County in the capacity described in the scope of work, subject to the terms of this Agreement.

3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced within 365 days of the date the last party executes this Agreement.
4. **Contract Sum.** The Independent Contractor shall be paid (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.
7. The Independent Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Contractor under this contract.
8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of **A-** or higher by A.M. Best.
9. **Commercial General Liability** The Independent Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** The Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, the Independent Contractor shall

maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

11. **Worker's Compensation Insurance & Employers Liability** The Independent Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Independent Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Independent Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

13. **Certificate'(s) of Insurance** shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
910 N. Main St. Suite 217, Bushnell, FL 33513

14. **Indemnification** The Independent Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Contractor.

15. **Builder's Risk (when applicable)** The Independent Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Independent Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Independent Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Independent Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

16. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Independent Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Independent Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

17. **Waiver of Subrogation** The Independent Contractor shall provide a Waiver of Subrogation in favor of the County, Independent Contractor, subcontractor, architects, or engineers for each required policy providing

coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Independent Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Independent Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Independent Contractor enter into such an agreement on a pre-loss basis.

18. **Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Independent Contractor written notice of such revision or rejections.
19. **No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Independent Contractor against any loss exposures, whether as a result of the Project or otherwise.
20. **Certificate(s) of Insurance** The Independent Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Independent Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Independent Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
21. The County shall have the right, but not the obligation, of prohibiting the Independent Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Independent Contractor agrees the County

reserves the right to withhold payment to the Independent Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Independent Contractor fails to maintain the insurance as set forth herein, the Independent Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Independent Contractor agrees to reimburse any premiums or expenses incurred by the County.

22. **Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Independent Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

23. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

24. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision

or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

25. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.
26. Independent Contractor does hereby specifically promise and agree to defend, indemnify and "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.
27. Independent Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.
28. The Contract shall be binding upon the parties hereto, their successors and assigns.
29. This Contract shall not be assigned by Independent Contractor without the express written consent of the Board of County Commissioners of Sumter County.
30. **Independent Contractor.** It is understood that Wildwood Auto Repair & Wrecker Service, Inc., including any of its employees or agents, is an independent contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:

- (a) Pay dues, licenses or membership fees for Independent Contractor;

- (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
- (c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor's behalf.

31. Hazardous Materials and Environmental Compliance (as applicable).

For the purpose of this Section, "Hazardous Materials" shall also include but not be limited to substances defined as *A*hazardous substances,[@] *A*hazardous materials,[@] or *A*toxic substances[@] in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to the Property any (the *A*Hazardous Materials[@]). If Hazardous Materials are discovered during construction, Independent Contractor shall immediately properly dispose of the Hazardous Substance in accordance with all applicable environmental laws.

33. Citizenship. The Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Contractor. County reserves the right to audit Independent Contractor's employee records without cause or notice to verify that all employees of Independent Contractor are licensed or legally permitted to work in the

United States of America and are not Illegal Aliens. Should Independent Contractor or County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Contractor's employees.

34. This Contract was executed the day and year first above written.

35. The County retains the right to renew this contract, with the consent of the vendor, under the same terms and conditions for two (2) additional one (1) year terms. Additional terms and/or services may be added to this contract upon satisfactory negotiation of price by the Contract Manager and the Vendor.

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Witness:

By: _____

Title: _____

Witness:

By: _____

Title: _____

NOTICE OF AWARD

TO: Wildwood Auto Repair & Wrecker Service, Inc.
1190 South Main Street
Wildwood, FL 34785

Project Description **ONLY LIGHT VEHICLE SERVICE AND MAINTENANCE**

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated July 29, 2010.

You are hereby notified that your BID has been accepted for the unit prices for the listed items in the BID PROPOSAL.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Please acknowledge the NOTICE OF AWARD and return to:

Mr. Doug Gilpin, Chairman
Sumter County Board of County Commissioners
910 North Main Street Suite 201
Bushnell, FL 33513

Dated this 10th day of August 2010

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 2010

By: _____ Title: _____

NOTICE TO PROCEED

DATE: August 10, 2010

TO: Wildwood Auto Repair & Wrecker Service, Inc.
1190 South Main Street
Wildwood, FL 34785

Project: **ONLY LIGHT VEHICLE SERVICE AND PREVENTATIVE MAINTENANCE**

You are hereby notified to commence WORK in accordance with the Agreement dated August 10, 2010, on or before August 10, 2010, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore August 10, 2011.

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Doug Gilpin
Sumter County Board of County Commissioners
910 North Main Street Suite 201
Bushnell, FL 33513

Dated this _____ day of _____ 2010

By: _____

Title: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____ day of _____,
2010

By: _____ Title: _____